

*The U.S. General Services Administration, on behalf of the U.S. Department of the Navy, cordially invites your bid to purchase three prime residential parcels located in central Orange County.*

**Residential Development Opportunity  
Three Parcels, 235 +/- Total Acres  
Orange County, California**

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Submit Initial Bids (**for each sale parcel**) with deposits to:

Charlene Larson, Realty Officer  
U.S. General Services Administration  
Property Disposal Division 9PR  
450 Golden Gate Ave, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434

For more information on the online auction process, please contact Gina Arias-Arrieta at:  
888-GSA-LAND ext. 3431 or [gina.arias-arrieta@gsa.gov](mailto:gina.arias-arrieta@gsa.gov)

# Property Description

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## 1. Location and Description

Three sale parcels (herein called Tustin Vistas or the "Property") totaling 235± acres are offered for sale as a part of the disposal of the former Marine Corps Air Station, Tustin ("MCAS Tustin"), and present a unique residential development opportunity in one of the prime real estate markets of Southern California. The Property is being sold in three separate sale parcels.

Tustin Vistas is located within the area bounded by four regional expressways (I-5; I-405; CA-55; and CA-133), and is approximately 40 miles south of downtown Los Angeles. Tustin Vistas is close to a recently opened Metrolink rail station, a variety of employment centers, major universities, and a wide selection of recreational areas.

The desirability of the Property is further enhanced by the nearby Orange County Performing Arts Center, South Coast Plaza, and the demand for residential property in Orange County.

Tustin Vistas is situated in the southern section of the City of Tustin, with a portion residing within the city limits of Irvine. The following provides location and description of the three sale parcels (see inside back cover for Property Map):

### A. **Tustin Villas (Property Code 156)**

*Note: For the purposes of cross-referencing to the MCAS Tustin Reuse Plan/Specific Plan parcels (City of Tustin), environmental reports, and other property/ building / infrastructure information, this sale parcel is also referred to as Parcel 23 and Parcel 24.*

Tustin Villas is located within the interior of MCAS Tustin, along Edinger Avenue, southeast of the intersection with Red Hill Avenue. Access to this sale parcel is from the Red Hill Avenue entry gate, east along Moffett Drive to its

intersection with Severyns Road, and north along the western boundary of Parcel 24 to Parcel 23 (see Tustin Villas Site Map attached as Exhibit "A").

The approximate site size of this sale parcel includes 104+/- acres in two contiguous areas: 1) an approximate 54+/- acre residential area improved with 274 two, three and four bedroom duplex, 3-plex, 4-plex, and 6-plex units, constructed c. 1984; and 2) a 50+/- acre non-residential area containing vacant land, blimp mooring pads, ten non-residential buildings, and one outdoor storage area used for vehicle maintenance, equipment storage, and warehouse purposes.

Environmental restoration on three small areas within Parcel 24 is ongoing. Title to these three sites will be retained by the Government until the Department of the Navy ("Navy") completes environmental cleanup (see Section 4. Excluded (IRP) Sites). These IRP Sites will be transferred by lease to the successful bidder of the Tustin Villas sale parcel.

For more specific information regarding the type, number and size of units and buildings, see Buildings Summary/List (Exhibit "B").

### B. **Moffett Meadows (Property Code 157)**

*Note: For the purposes of cross-referencing to the MCAS Tustin Reuse Plan/Specific Plan parcels (City of Tustin), environmental reports, and other property/ building / infrastructure information, this sale parcel is also referred to as Parcel 35 (portion within city limits of Tustin) and Parcel 36 (portion within city limits of Irvine).*

This 86 +/- acre parcel contains areas that fall within the jurisdiction of both the Cities of Tustin (64+/- acres) and Irvine (22+/- acres) respectively (see Moffett Meadows/Marble Mountain Site Map attached as Exhibit "C").

Access to this sale parcel is from the intersection of Harvard Avenue and the Moffett Drive entry gate.

Moffett Meadows is improved with a total of 583 one-story duplex and multi-family units. There are 433 housing units in the Tustin portion of the sale parcel, and contains one-story, 2-3-and 4- bedroom single, duplex, 4-plex, and 6-plex units built c. 1964 - 1981. There are 150 units located in the City of Irvine portion, composed of 6-plex 2-bedroom units built c. 1981-1982.

Moffett Meadows contains a community center, playground, tennis courts, and two picnic shelters. For more specific information regarding the type, number and size of units and buildings, see Buildings Summary/List (Exhibit "B").

C. **Marble Mountain (Property Code 158)**

*Note: For the purposes of cross-referencing to the MCAS Tustin Reuse Plan/Specific Plan parcels (City of Tustin), environmental reports, and other property/ building / infrastructure information, this sale parcel is also referred to as Parcel 37.*

Marble Mountain is a non-contiguous sale parcel that abuts Harvard Avenue between Warner Road and Barranca Avenue, and lies entirely within the City limits of Irvine (see Moffett Meadows/Marble Mountain Site Map attached as Exhibit "C"). Access to this sale parcel is from the intersection of Harvard Avenue

and the Marble Mountain Road entry gate. Marble Mountain is adjacent to a planned elementary school and park site within the city limits of Irvine.

This sale parcel contains 45 +/- acres improved with 402 two and three bedroom 3, 4, 6 and 8-plex units built c. 1984 – 1990. This parcel also includes a guard shack located at the entry gate, and a sewer lift station.

For more specific information regarding the type, number and size of units and buildings, see Buildings Summary/List (Exhibit "B").

**2. Driving Directions To Main General Services Administration ("GSA") Sales Office**

*From Los Angeles:*

Take I-5 South toward Santa Ana, exit Jamboree Road south, exit at Edinger Avenue, turn left, and proceed right on Harvard Avenue. The Moffett Meadows Gate is approximately 2 miles on the right (see Section 14. Inspection for directions to main GSA sales office).

*From San Diego:*

Take I-5 North toward Los Angeles, exit Jamboree Road south, exit at Edinger Avenue, turn left, and proceed right on Harvard Avenue to the main GSA sales office (see Section 14. Inspection).

**3. Legal Description**

The Orange County Assessor has assigned the following assessor parcel numbers (APN) to the Property:

A. Tustin Villas

(Portion) 434-061-05

B. Moffett Meadows

434-062-08  
434-062-09  
434-062-13  
434-062-16

C. Marble Mountain

(Portion) 434-031-05  
(Portion) 434-031-12  
(Portion) 434-031-15

A preliminary title report is available for review (see Property Documentation section below).

**4. Excluded Installation and Restoration Program ("IRP") Sites**

Approximately 6.40 acres in the Tustin Villas sale parcel will be excluded from the initial deed transfer due to on-going remediation of soil and groundwater contamination. The specific remediation areas are comprised of 3 IRP Sites identified as IRP-13W (1.45 acres), IRP-13S (3.29 acres), and IRP-16 (1.66 acres) on Exhibit A.

Until the completion of remediation, the successful bidder will have limited access to these sites pursuant to a lease in furtherance of conveyance ("LIFOC"). This LIFOC will terminate upon the earlier of fifty years or completion of the remediation, as evidenced by the execution of a Finding of Suitability to Transfer ("FOST"). The Navy anticipates completing remediation by the end of 2006. Upon the termination of the LIFOC, the successful bidder shall be required to accept conveyance of these parcels.

The intent of the LIFOC is to allow limited use of the leased areas while not interfering with clean-up actions. The LIFOC contains terms, conditions, restrictions and guidelines pertaining to access, utility services, subletting, environmental protection, taxes, and related matters that clearly define the responsibilities of each party during the

course of the lease. The copy of the LIFOC will be available at the GSA web site (<http://propertydisposal.gsa.gov/property>), and from GSA directly (Charlene Larson 415-522-3438 or Tom Doszkocs at 619-557-5029).

**5. Access and Utilities for Excluded Sites**

During the term of the LIFOC, the Lessee shall provide to the Government reasonable access to the IRP Sites for any purpose upon notice to Lessee. Lessee shall not interfere with or diminish access and utility services to the areas contained in the three designated IRP Sites.

The Government reserves the right to limit or deny passage into and through the IRP Sites, and may erect and maintain a locked security fence around these areas for the purpose of securing existing and future remediation facilities and equipment.

The Government shall have a non-exclusive right to use existing streets, including those existing on the Tustin Villas sale parcel, for access, including but not limited to vehicular access, to the IRP Sites by users, employees, contractors, delivery services, vendors, maintenance and ancillary service providers for the activities and improvements now or hereafter located thereon.

Lessee shall make available, if necessary, to the Government any utilities or services maintained by or available to Lessee that are required by Government in connection with environmental contracts, maintenance, or other Government requirements within the IRP Sites. The Government will reimburse Lessee at a rate equitably related to the cost incurred by the Lessee in providing such services or utilities, or the costs incurred by the Lessee, where the Lessee purchases such services or utilities from a third party provider.

Lessee may provide alternative means of access or utilities that the Government determines to be equally convenient.

## **6. Non-Interference With Government Operations**

Lessee shall not conduct operations that would interfere with or otherwise restrict operations, environmental clean-up or restoration actions by Government, United States Environmental Protection Agency, state environmental regulators, or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over Lessee's use of Leased Premises in the event of any conflict. The Government shall make every reasonable effort to work with the Lessee, to provide reasonable and timely notification of all Government operations that may interfere with Lessee and sub-lessee's operations and to minimize potential conflicts between necessary remediation of environmental contamination and Lessee's and sub-lessee's use of Leased premises.

## **7. Easements**

The Property will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains, public utilities, public roads, and other rights-of-way, and to the easements, reservations, rights and covenants reserved by Government herein. Successful bidder(s) shall honor existing easements for access and utility services.

## **8. Legal Access**

The interior roadways existing on the three sale parcels (Exhibits "A" and "C") shall be conveyed to the future owner(s) as a part of the Property. Non-exclusive ingress and egress easements have been reserved for the benefit of the Property-over the following roadways (conveyed to

the City of Tustin on May 14, 2002), providing legal access to the following sale parcels:

A. Tustin Villas: from the Red Hill Avenue entry gate, east along Moffett Drive to its intersection with Severyns Road, north along a portion of Severyns Road (western boundary of Parcel 24) and continuing along a portion of Parcel 23.

B. Moffett Meadows: from the intersection of Harvard Avenue and the Moffett Drive entry gate, northwest along Moffett Drive (northeast boundary of Parcel 35).

C. Marble Mountain: from the intersection of Harvard Avenue and the Marble Mountain entry gate, northwest along Marble Mountain Road. Marble Mountain Road is included in- and will be conveyed as a part of- this sale parcel. A non-exclusive easement for access and utilities will be granted over Marble Mountain Road to the future owner of the adjacent Parcel 38 (see Exhibit "C").

## **9. Utilities**

The utility distribution systems and network existing on MCAS Tustin were conveyed to the City of Tustin on May 14, 2002, with the intention that they would be conveyed in the future to the appropriate utility provider. These systems may require contribution by the successful bidder(s) of the Property for planned in-tract upgrades.

The continued right of access to and use of the existing utility distribution systems and network (or future replacement utilities) shall be preserved for the benefit of the Property and the future owners.

Bidder(s) should contact the City of Tustin and/or the City of Irvine, as appropriate, as the local governmental body with jurisdiction over zoning and local land use, on issues such as required infrastructure improvements to MCAS Tustin and the

costs attributable to the development of the Property.

Procurement of utility services, i.e., electricity, water, gas, steam, sewer, telephone and trash removal, shall be the sole responsibility of successful bidder(s).

The Property is currently served by the following public utilities:

*Electricity:*

Southern California Edison 800-655-4555

*Natural Gas:*

Southern California Gas Co. 800-427-2200

*Water:*

Irvine Ranch Water District 949-858-3190

*Sanitary Sewer:*

Orange County Sanitation 714-962-2411

## **10. Personal Property**

All personal property items remaining onsite will be considered part of the sale and will be conveyed "As-Is" and "Where-Is" at the time of sale closing. The Government makes no claims as to the condition or number of personal property items that will be included in the sale.

## **11. MCAS Tustin Reuse Plan**

The City of Tustin- acting as the Local Reuse Authority- completed the MCAS Tustin Specific Plan/Reuse Plan for the Property in October 1996, as modified by the MCAS Tustin Specific Plan/Reuse Plan Errata dated September 1998 ("Reuse Plan"). The Reuse Plan calls for residential uses of the Property. For further information please contact:

City of Tustin  
Mr. Dana Ogdon  
Redevelopment Program Manager  
300 Centennial Way  
Tustin, CA 92780  
(714) 573-3116  
[dogdon@tustinca.org](mailto:dogdon@tustinca.org)

## **12. Zoning Designations**

Both the cities of Tustin and Irvine anticipate low and medium density residential development on the Property. This impending designation provides a general framework for consideration when formulating development plans.

Bidders should consult with the cities of Tustin (above) and Irvine (below) on allowable uses of the respective portions of the Property.

City of Irvine  
Mr. Dan Jung  
Director of Strategic Programs  
City Manager's Office  
One Civic Center Plaza  
Irvine, CA 92623  
(949) 724-6424  
[djung@ci.irvine.ca.us](mailto:djung@ci.irvine.ca.us)

## **13. Affordable Housing and Homeless Requirements**

The City of Tustin and/or Irvine may impose conditions requiring use of a portion of the property for affordable housing purposes.

The City of Tustin has signed legally binding agreements with various homeless services providers. Bidders should contact the City of Tustin with regard to the specific homeless requirements it may impose on reuse or redevelopment of the Property (including those portions of the Property within the city limits of Irvine).

## **14. Inspection**

The main GSA sales office is located in the former community center on Parsell Avenue in the Moffett Meadows sale parcel (enter Moffett Meadows Gate off of Harvard Avenue and follow signs). Visitors to Marble Mountain and Tustin Villas will need to register and obtain an access pass from the main sales office for admittance to these parcels.

Developer Tours/Open Houses are scheduled as follows:

May 17, 2002	11am - 3pm
May 30, 2002	11am - 3pm
May 31, 2002	11am - 3pm
June 6, 2002	11am - 3pm
June 7, 2002	11am - 3pm
June 13, 2002	11am - 3pm
June 20, 2002	11am - 3pm
June 27, 2002	11am - 3pm
July 11, 2002	11am - 3pm

Tours of the Property will also be conducted on an appointment-only basis.

## 15. Property Documentation

Environmental documents and building and infrastructure information are available for review at the main onsite GSA sales office. Copies are available from OCB Reprographics ("OCB"), Attention: Planwell Department, 17721 Mitchell North, Irvine, CA 92614, Phone 949-660-115 or [www.ocbinc.com](http://www.ocbinc.com). Copies may be purchased from OCB either online or in person. In addition, copies of the environmental documents can be reviewed at the Navy's repository located at the UC Irvine library.



# General Terms of Sale

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## **1. Term – “Invitation for Bids”**

The term Invitation for Bids (“IFB”) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental Notices and Covenants, Exhibits, and the Environmental Disclosure Documents (set forth in Exhibit “D”); and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.

## **2. Description in Invitation for Bids**

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on information available to the U.S. General Services Administration, Property Disposal Division (“GSA”), received from the agency having custody over the Property (Navy), and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the Navy, GSA, and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price.

## **3. Inspection**

Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

## **4. Condition of Property**

The Property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## **5. Zoning**

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids.

## **6. Continuing Offers**

Each bid received shall be deemed to be a continuing offer after the date of the bid opening or auction until the bid is accepted or rejected by the Government.

## **7. Possession**

The successful bidder agrees to assume possession of the Property as of the date of conveyance. The word “possession” shall mean either actual physical possession or constructive possession.

## **8. Taxes and Closing Costs**

As of the date of conveyance, the successful bidder shall assume



responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

## **9. Risk of Loss**

As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

In the event of a major loss or damage to the property as a result of fire or other cause, during the period of time between acceptance of the bid by the Government and the date of conveyance, such loss or damage shall not be considered grounds for invalidating the contract of sale or reduction of the purchase price..

## **10. Revocation of Bid and Default**

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **11. Government Liability**

If the Bid for Purchase of Government Property is accepted by the Government and (1) the Government fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon the Government shall have no further liability to Purchaser.

## **12. Title Evidence**

Any title evidence, which may be desired by the successful bidder, will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **13. Title**

If a bid for the purchase of the Property is accepted, the Government's interest will be conveyed by a Quitclaim Deed. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

## **14. Tender of Payment and Delivery of Instrument of Conveyance and LIFO**

The Government shall set a sale closing date and said date to be not later than 90 calendar days after acceptance of the bid. Prior to closing, the successful bidder shall

open an escrow account with the title company specified by the Government. On the closing date, the successful bidder shall tender to the escrow agent the balance of the purchase price and the fully executed LIFOC. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

### **15. Delayed Closing**

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

### **16. Documentary Stamp and Cost of Recording**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A conformed copy of the recorded Quitclaim Deed shall be provided to:

U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3400  
Attn: Clark Van Epps, Director

### **17. Contract**

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government, and any assignment transaction without such consent shall be void.

### **18. Sale and Conveyance**

The sale and conveyance of the Property shall be made subject to the following:

**a.** All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.

**b.** Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

### **19. Officials Not To Benefit**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

No U.S. Department of Defense ("DOD") employee shall purchase, either directly or

indirectly through an agent or intermediary, any property that has been offered for sale by DOD or its agents.

General Services Administration employees are prohibited from bidding on the properties offered in the Invitation for Bids.

## **20. Anti-Trust Laws**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

## **21. Federal Aviation Administration**

The Federal Aviation Administration ("FAA") has been apprised of the proposed disposal of the Property and since the Property is within six (6) nautical miles of an airport, the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.



# Instruction to Bidders For Online Auction

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## 1. Type of Sale

This sale will be a written auction conducted via the Internet and by submission of written bids. The auction will be conducted over a period of several weeks or until the Property is sold. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Section 11. Call for Final Bids). The auction may continue beyond that date as long as bidders have submitted higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 2. Terms of Sale

Bids to purchase must be on an ALL CASH basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this Property for financing. Buyers are expected to arrange their own financing, and to pay the balance in full by the closing date.

## 3. Opening Bids

The suggested opening bids for each of the three sale parcels (below) serve as reasonable starting points for the auction and it is not a reflection of the Government's opinion of values of the Property. The Government seeks to obtain fair market value for each parcel and reserves the right to reject any and all bids.

Tustin Villas	\$40 million
Moffett Meadows	\$40 million
Marble Mountain	\$20 million

## 4. Bid Deposit Terms

a. A bid deposit in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** for each parcel for which

you desire to bid must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable to the Government: cashier's check, certified check, postal money order, and credit card payment (Visa or MasterCard). Personal or company checks are not acceptable. To register to bid, and if you are prepared to make an initial bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send the form with your bid deposit to:

**U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Ave., 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Charlene Larson**

b. Please make your check(s) or money order payable to: **"United States of America or (insert your name)"**. This will make it easier to negotiate the instrument if your bid deposit is returned to you. Deposits by credit card (either Visa or MasterCard) may be made over the Internet by following the instructions on the web site: <http://www.auctionrp.com>, or by using the enclosed Bid Deposit by Credit Card form. **Only upon GSA's receipt of your bid deposit will you be allowed to bid online or by submission of a written bid.**

c. Within ten (10) calendar days of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

d. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of

the successful bidder's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

**e.** Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 14. All other bid deposits will be returned.

## **5. Bidder Registration and Bids**

**a.** Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

**b.** The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

**c.** To register online, bidders should return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

## **6. User Identification Numbers**

A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight [8] characters)

and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

## **7. Bidding in General**

**a.** Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at <http://www.auctionrp.com>.

**b.** Bidders who registered online may increase their bids by following the instructions at [auctionrp.com](http://www.auctionrp.com). They may also submit increased bids in person, by fax, U.S. mail or private delivery services. By submitting your bid through [auctionrp.com](http://www.auctionrp.com), you are agreeing that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

**c.** Bids must be submitted without contingencies.

**d.** Bids that are not submitted on GSA forms will be rejected.

## **8. Faxing your Bid**

**a.** Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **(415) 436-7402**.

**b.** All bids submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

1. Receipt of a garbled or incomplete bid.
2. Availability or condition of the receiving facsimile equipment.
3. Incompatibility between the sending and receiving equipment.
4. Delay in transmission or receipt of bid.
5. Failure of the bidder to properly identify the bid.
6. Illegibility of bid.
7. Security of bid data.

**c.** If your fax bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and it is higher than the announced bid, you must call GSA at (415) 522-3438 or 3431 for verification that your fax bid was received.

## **9. Daily Bidding Results**

Bidders may call GSA's 24-hour bid hotline at **1-888-GSA-LAND** to hear the current high bid. The property codes are **156** (Tustin Villas), **157** (Moffett Meadows), and **158** (Marble Mountain) for the three sale parcels (see Property Description Section).

Bidders may visit [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov) or our online auction web site at [auctionrp.com](http://auctionrp.com) to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours. Bidders will be notified via the hotline recording and the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should

call GSA at (888) GSA-LAND ext. 3431 or 3438. Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## **10. Increasing Your Bid**

If you learn from the recorded message or from the web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least **Five Hundred Thousand Dollars (\$500,000.00)** more than the previous high bid in order to be considered. **The Government reserves the right to modify the bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at <http://www.auctionrp.com>.

## **11. Call for Final Bids**

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the bid hotline recording. On that date, if no increased bid is received by 3:00 P.M., Pacific Daylight Time, then bidding will close at 3:00 P.M. and consideration will be given to selling the Property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00

P.M. on that day. There is no advantage to waiting until the last minute to bid.

## **12. Bid Executed on Behalf of Bidder**

**a.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of a/their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

**b.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

**c.** If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

## **13. Waiver of Informalities and Irregularities**

The Government may, at its election, waive any minor informality or irregularity in bids received.

## **14. Backup Bidder**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the

second-highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## **15. Acceptable Bid**

A bid received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable bid.

## **16. Notice of Acceptance or Rejection**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## **17. Additional Information**

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions and requirements contained in this IFB.

# Environmental Notices and Covenants

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## 1. Environmental Review

The Navy and the City of Tustin analyzed the impacts of the disposal and reuse of the Property in the Final Environmental Impact Statement/ Environmental Impact Report for Disposal and Reuse of the Marine Corps Air Facility Tustin, CA, Vol. 1, 2 and 3, December 1999, as required by the National Environmental Policy Act and the California Environmental Quality Act ("CEQA") [California Public Resource Code Section 21000 et seq, as amended]. Any development plan for the Property may require supplemental analysis under CEQA.

## 2. Finding(s) of Suitability to Transfer & Finding of Suitability to Lease

The Navy has completed its Findings of Suitability to Transfer ("FOSTs"), Finding of Suitability To Lease ("FOSL"), and Final Environmental Baseline Survey ("EBS") reports. These reports and other environmental documents (see Exhibit "D") describe the environmental condition on the Property, and set forth the basis for the Government's determination that the Property is either suitable for transfer or suitable for lease, and are hereby incorporated by reference as part of this IFB. Bidders are hereby made aware of the notifications contained in these documents and reports, and are summarized herein. Bidders are encouraged to review these documents and reports before making a bid. Copies of these documents are available for review (see Property Documentation section).

## 3. Notice of Hazardous Substance Activity and Covenant

The following notice applies to both the **Moffett Meadows and Marble Mountain** sale parcels:

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the Government gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

The following notice applies to two sites as noted in Exhibit A ("No Further Action Site") within Parcel 24 of **Tustin Villas**:

Pursuant to CERCLA 42 U.S.C. Section 9620(h)), notice is hereby provided that the information set forth in Exhibit "A", attached hereto and made a part hereof, identifies hazardous substances that were stored for one year or more, known to have been released, or disposed of on this Property. The Government has made a complete search of its files and records concerning the Property and found that the FOST provides: (1) a notice of the type and quantity of such hazardous substances, (2) notice of the time the storage, release, or disposal took place, and (3) a description of the remedial action taken, if any. The Government covenants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

In accordance with CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii), Government reserves the right of access to and use of the Property in any case in which a remedial or corrective action is found to be necessary after the date of the conveyance of the Property. In exercising these rights of access, except in the case of imminent



and substantial endangerment to human health or the environment, the Government (a) shall give the Grantee(s) reasonable prior written notice of actions to be taken related to such remedial or corrective actions on the Property, and (b) make reasonable efforts to minimize interference with the ongoing use of the Property. Furthermore, the Government and Grantee(s) agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and the Grantee(s)'s use of the Property. Any inspection, survey, investigation, or other response, corrective or remedial action undertaken by the Government will, to the maximum extent practicable, be coordinated with representatives designated by the Grantee(s).

#### **4. Excluded (IRP) Sites within Tustin Villas**

Information concerning contaminants associated with the IRP Sites is provided in the FOSL. Past activities within the IRP Sites included the use and storage of hazardous substances and petroleum products. Releases of hazardous substances and/or petroleum hydrocarbons have occurred during these activities.

The FOSL identifies existing environmental conditions that may constrain certain activities to protect human health and the environment.

The future owner of the IRP Sites located within Parcel 24 of the Tustin Villas sale parcel is hereby made aware of the notifications contained in the FOSL and shall comply with the restrictions set forth therein.

The future owner does not assume any liability or responsibility for environmental impacts and damage located on the IRP Sites prior to the date of conveyance, or caused by the Government's use of

hazardous substances on any portion of the IRP Sites prior to the date of conveyance. The future owner has no obligation to undertake the defense of any claim or action, whether in existence now or brought in the future, or to conduct any cleanup or remediation action solely arising out of the use or release of any hazardous substances, on or from any part of the IRP Sites, due solely to activity on the IRP Sites by the Government.

#### **5. Notice of the Presence of Asbestos and Covenant**

The Grantee is hereby informed, and does acknowledge that asbestos or asbestos containing materials ("ACM") have been found and are otherwise presumed to exist in buildings and structures on the Property. The Grantee acknowledges receipt of the FOSTs disclosing the presence of any known ACM in the buildings and structures on the Property, except where no asbestos surveys were conducted on the following structures:

Parcel 23: B-162 and S-6798.

Parcel 24: B-17T, B41, B47,  
B-53, B-66, B-89, B-228,  
B-247, and B-3005T.

Parcel 35: S-215 and S-6873-6876

The Grantee has inspected the Property as to its asbestos content and any hazardous condition relating thereto. Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns. Grantee covenants and agrees, on behalf of itself, its successors and assigns, that in their use and occupancy of the Property and the existing buildings they will comply with all federal, State and local laws relating to asbestos; and that Grantor assumes no liability for damages for personal injury, illness, disability or death,

to the Grantee, or to Grantee's successors, assigns, employees, invitees, or to any other person subject to the control or direction of Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos in or about the Property, whether the Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

The Grantee shall prohibit occupancy or use of those buildings, structures, and portions thereof identified above, until such time as ACM surveys have been conducted by Grantee or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by Grantee or its successors and assigns.

The Grantor shall have no obligation for the demolition of buildings or the removal of ACM or soil remediation related to such demolition.

#### **6. Notice of the Presence of Lead Based Paint ("LBP") and Covenant**

The Property includes sixty-seven (67) residential buildings located in the Moffett Meadows sale parcel that were constructed prior to 1978, and are presumed to contain LBP.

The Grantee covenants that **Grantee will demolish** the 67 buildings located in the Moffett Meadows sale parcel identified in Exhibit "E" ("Structures Required To Be Demolished"), at Grantee's own cost, after conveyance of the Property, and shall not allow any occupancy whatsoever in the existing structures.

The Grantee acknowledges receipt of the FOSTs disclosing the presumed presence of LBP in the improvements on the Property.

Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided:

"Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

The Grantee hereby agrees to acknowledge in writing the required disclosure by the Government (attached as Exhibit "F") of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978, in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). Grantee acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency ("EPA") approved pamphlet "Protect Your Family from Lead in Your Home". Furthermore, the Grantee acknowledges that it has read and understood the EPA pamphlet.

The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

The Grantee covenants and agrees that in its use and occupancy of the target housing located on the Property, it will comply with Title X and all applicable federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from the Grantor to the Grantee, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

The Grantee covenants and agrees that it will comply with all federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property. Grantee shall indemnify and defend the United States for any claims or losses arising from Grantee's use of improvements built before 1978 that have not been demolished by the Grantee in accordance with this IFB.

The Grantor shall provide a notice of release, in recordable form, to the Grantee following receipt of Grantee's certification to the Grantor that demolition of the buildings on the Property containing LBP has been completed and the appropriate government

regulatory agency(s) have confirmed in writing to the Grantee that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property.

The Grantor shall have no obligation for the demolition of buildings, or the removal of LBP or soil remediation related to such demolition.

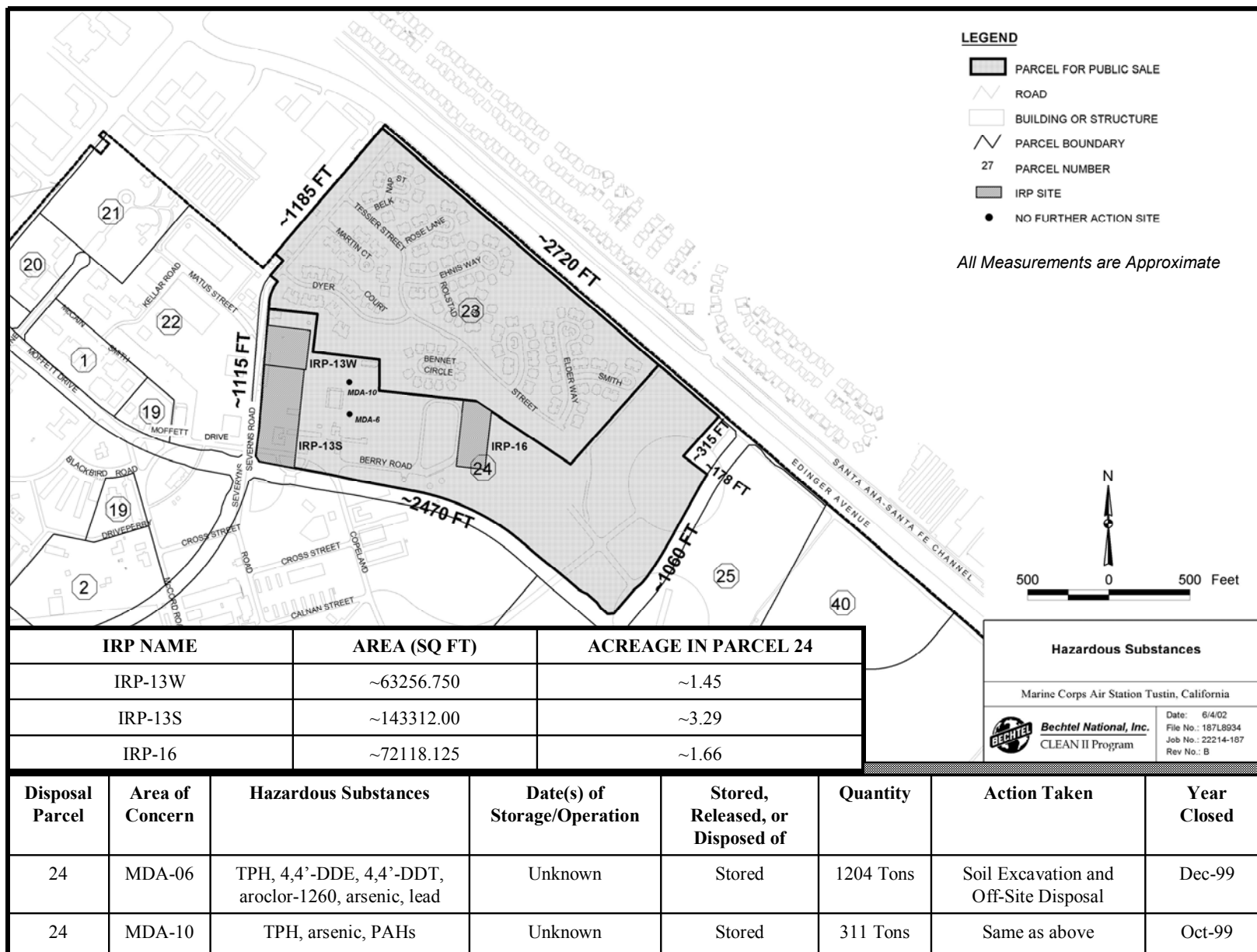
## **7. Historic Property (Tustin Villas)**

The following is provided for information purposes only, as there are **no obligations on the new owner** with respect to historic mitigation requirements for the Tustin Villas sale parcel.

The northeast portion of the non-residential section of the Tustin Villas sale parcel (Parcel 24) resides within the (non-contiguous) historic district that is eligible for listing on the National Register of Historic Places, and includes eligible roads and mooring pads connecting these elements with the historic blimp hangars and their associated helium tank buildings (not located on the Tustin Villas sale parcel).

The Navy has completed an Historic American Building Survey recordation of the historic district (including the eligible portions of the sale parcel). In accordance with the 'Memorandum of Agreement among the Department of the Navy, California State Historic Preservation Officer, and the Advisory Council on Historic Preservation for the Disposal and Reuse of the Marine Corps Air Station, Tustin, Orange County, California' (Document listed in Exhibit "D").

# Exhibit A - Tustin Villas Site Map



## Exhibit B - Buildings Summary/List

### RESIDENTIAL STRUCTURES

Site Name	EDC Parcel #	Total # of Bldgs	Total # of Units	# of Bldgs	Type of Units	2 BDR	3 BDR	4 BDR
Tustin Villas Tustin, CA	23	91	274	40	Duplex	22	58	
				18	3-plex			54
				29	4-plex	16	100	
				4	6-plex		24	
Moffett Meadows Tustin, CA	35	121	433	66	Duplex		112	20
				1	Single			1
				42	6-plex	152		
				12	4-plex	48		
Moffett Meadows Irvine, CA	36	25	150	25	6-plex	150		
Marble Mountain Irvine, CA	37	80	402	44	4-plex	164	30	
				20	6-plex	104	16	
				8	3-plex	24		
				8	8-plex	64		

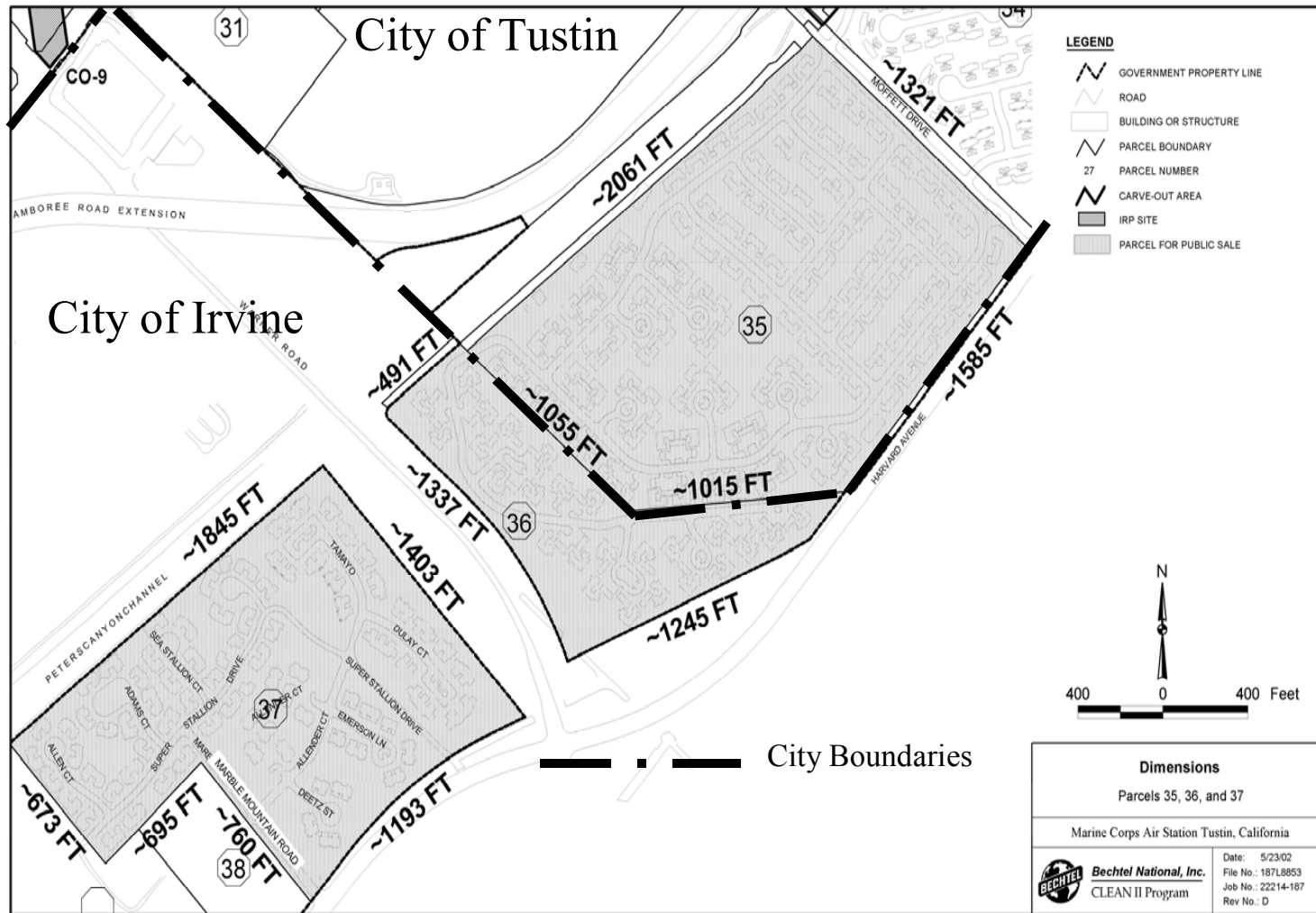
### NON-RESIDENTIAL STRUCTURES

EDC Parcel Name	Parcel Name	Bldg #	SF	Construction Type	Year Built	Description
23	TV	10D	Demolished	Unknown	1943	Elevated Water Tank
23	TV	10H	Demolished	Unknown	1943	Well Pump House
23	TV	10I	Demolished	Unknown	1943	Well Pump House Well Casing Remains
23	TV	15	Demolished	Unknown	1942	Incinerator
23	TV	56	Demolished	Unknown	1942	Field Equipment Storage
23	TV	74	Demolished	Unknown	1943	Gardener's Tool & Equip Storage
23	TV	6798	Unknown	Fenced Steel Unit on Cement Pad	Unknown	Sanitary Sewer
24	TV	16	7900	Wood Frame & Plaster	1942	Maint. Garage1942-93/Admin since. Renovated 1985

EDC Parcel Name	Parcel Name	Bldg #	SF	Construction Type	Year Built	Description
24	TV	17	11651	Wood Frame	1942	Maintenance & Utility Shop – Renovated 1989
24	TV	17T	Unknown	Wood	Unknown	Equipment Storage
24	TV	41	3200	Wood Frame	1942	Warehouse/Public Works Storage
24	TV	47	5381	Wood Frame	1942	Squadron Headquarters
24	TV	47T	Unknown	Wood Frame	Unknown	Large Storage Shed
24	TV	50	Demolished	Unknown	1942	Lubrication Bldg
24	TV	51	Demolished	Unknown	1942	Furniture Warehouse
24	TV	53	1970	Wood Frame	1942	Paint & Motor Storage/ Transport Dispatch – Renovated 1986
24	TV	54	Demolished	Unknown	1942	Plumbing Storage
24	TV	55	Demolished	Unknown	1942	Furniture Warehouse
24	TV	63	Demolished	Unknown	1942	Paint Storage Bldg
24	TV	64	Demolished	Unknown	1942	Lumber Storage Bldg
24	TV	66	3663	Wood Frame/ Concrete Slab	1944	Public Works Shop – Renovated 1984
24	TV	69	Demolished	Unknown	Unknown	Lumber Storage Bldg
24	TV	72	Demolished	Unknown	1943	Electrical Storage
24	TV	75A	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75B	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75C	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75D	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75E	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75F	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75G	Demolished	Unknown	1943	Furniture Warehouse
24	TV	75H	Demolished	Unknown	1943	Equipment Storage
24	TV	75I	Demolished	Unknown	1943	Equipment Storage
24	TV	75J	Demolished	Unknown	1943	Equipment Storage
24	TV	75K	Demolished	Unknown	1943	Equipment Storage
24	TV	75L	Demolished	Unknown	1943	Equipment Storage
24	TV	76	Demolished	Unknown	1943	Tennis & Basketball Crts
24	TV	89	7575	Wood Frame	1953	Warehouse – Renovated 1990
24	TV	98	Demolished	Unknown	1954	Paint Booth/Classroom
24	TV	162	270	Unknown	1965	Public Toilet @ Playground
24	TV	228	3150	Brick	1980	Issue Warehouse
24	TV	247	600	Unknown	1982	POL Testing Lab (Admin)
24	TV	268	Unknown	Cement	1984	Cement Wall
24	TV	575	Demolished	Fenced Cement Pad	1991	Hazardous Waste Storage
24	TV	3005T	Unknown	Steel	Unknown	Canopy over Storage area of shipping crates

<b>EDC Parcel Name</b>	<b>Parcel Name</b>	<b>Bldg #</b>	<b>SF</b>	<b>Construction Type</b>	<b>Year Built</b>	<b>Description</b>
35	MFM	215	Unknown	Playground	1966	Playground at SNCO Hqts
35	MFM	6873	Unknown	Stucco	1992	Community Center
35	MFM	6874	Unknown	Cement Pad	1992	Canopy over Picnic Shelter
35	MFM	6875	Unknown	Cement Pad	1992	Canopy over Picnic Shelter
35	MFM	6876	Unknown	Cement	1992	Tennis Court
35	MFM	6878	Unknown	Cement	1992	Tennis Court
37	MMT	3003T	Unknown	Wood Frame	Unknown	Guard Shack
37	MMT	6857	Unknown	Cement and Steel	Unknown	Sewer Lift Station

# Exhibit C - Moffett Meadows/Marble Mountain Site Map





## Exhibit D - Environmental Disclosure Documents

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1. Final Finding of Suitability to Lease for Carve-Out Areas **5**, 6, 7, 8, 9, 10, and 11, Marine Corps Air Station, Tustin, California, April 2002
2. Final Finding of Suitability to Transfer for Parcels **23**, 29, 34, **35**, **36**, and Portions of 1, 16, 17, **24**, 27, 28, 40, and 41, Marine Corps Air Station, Tustin, California, April 2002
3. Finding of Suitability to Transfer for Southern Parcels 4-8, 10-12, 14, and 42 and Parcels 25, 26, 30-33, **37**, and Portions of 40 and 41, Marine Corps Air Station, Tustin, September 2001
4. Final Environmental Impact Statement/Environmental Impact Report for Disposal and Reuse of the Marine Corps Air Facility Tustin, CA, Vol. 1, 2 and 3, December 1999; **and** Memorandum of Agreement Among the Department of the Navy, California State Historic Preservation Office, and the Advisory Council on Historic Preservation for the Disposal and Reuse of MCAS Tustin. December 13, 1999
5. Final Basewide Environmental Baseline Survey, Marine Corps Air Facility Tustin, CA. March 2001
6. Final Environmental Baseline Survey (EBS) for CERFA, Marine Corps Air Station Tustin, CA. April 1994
7. RI Navy Clean II Draft Final Remedial Investigation Report of Operable Units 1 and 2, Vol. 1, 2, and 3, November 1997
8. Draft Final Expanded Site Inspection Report, Marine Corps Air Station Tustin, CA, Vol. 1 and 2, October 1996
9. Draft 2000 Annual Groundwater Monitoring Report, Marine Corps Air Station Tustin, CA, Vol. 1, 2 and 3 June 2001
10. Final Technical Memorandum, MTBE Groundwater Extraction/Treatment Technology Evaluation, August 2000.
11. Asbestos Survey for United States Marine Corps, Marine Corps Air Station Tustin, CA. Asbestos survey data per Harding Lawson Associates. 1988 (**Note: Excerpts for Tustin Villas only**)
12. Lead and Asbestos Assessment, **Tustin Villas/ Marble Mountain** Park 1, 2 and 3/ Community, Tustin, CA., December 1995
13. Lead Based Paint Survey Final Report, January 1997

## Exhibit E – Structures To Be Demolished

Sale Parcel	Address	Building Description/Former Use	Year Built	Square Feet (approx.)
Moffett Meadows	6101 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6102 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6103 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6104 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6105 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6106 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6107 A-B Parsell Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6108 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6109 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6110 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6111 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6112 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6113 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6114 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6115 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6116 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6117 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6118 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6119 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6120 Gooden Place	Community Recreational Center	1964	1057
Moffett Meadows	6121 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6122 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6123 A-B Gooden Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6124 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2484

<b>Sale Parcel</b>	<b>Address</b>	<b>Building Description/Former Use</b>	<b>Year Built</b>	<b>Square Feet (approx.)</b>
Moffett Meadows	6125 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6126 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6127 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6128 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6129 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6130 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6131 A-B Bancroft Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6132 A-B Bancroft Way	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6133 A-B Bancroft Way	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6134 A-B Bancroft Way	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6135 A-B Bancroft Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6136 A-B Bancroft Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6137 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6138 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6139 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6140 A-B Morino Way	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6141 A-B Caudle Street	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6142 A-B Caudle Street	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6143 A-B Caudle Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6144 A-B Caudle Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6145 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6146 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6147 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6148 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6149 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2484

<b>Sale Parcel</b>	<b>Address</b>	<b>Building Description/Former Use</b>	<b>Year Built</b>	<b>Square Feet (approx.)</b>
Moffett Meadows	6150 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6151 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6152 A-B Ruggles Place	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6153 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2484
Moffett Meadows	6154 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6155 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6156 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6157 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2117
Moffett Meadows	6158 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6159 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6160 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6161 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6162 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6163 A-B Brand Street	Duplex Senior Officers Quarters/Residential	1964	2278
Moffett Meadows	6164 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6165 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2114
Moffett Meadows	6166 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2190
Moffett Meadows	6167 A-B Longstaff Way	Duplex Senior Officers Quarters/Residential	1964	2114

## Exhibit F - Disclosure of Lead Based Paint and/or LBP Hazards

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### UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

#### Description of Real Property for Sale

Structures located within a portion of the Moffett Meadows sale parcel, located in Orange County, California, were constructed prior to 1978 (67 buildings, see Exhibit E), as set forth in **INVITATION FOR BIDS (IFB) No. 9PR-2002-156/157/158**.

#### Lead Warning Statement

*Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

#### Seller's Disclosure

The Seller is aware that the Property described in the IFB, was built before 1978, and, therefore, may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards. The Records include:

#### Purchaser's Acknowledgment

Purchaser has received or reviewed copies of all information listed above. Purchaser has received or reviewed the pamphlet "*Protect Your Family From Lead In Your Home*." In addition, Purchaser received an opportunity (at least ten days) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right. Purchaser agrees to submit this completed form with the Bidder Registration and Bid Form or, if the high bidder, upon sale closing.

Purchaser hereby acknowledges receipt of the foregoing information and opportunity: (initial)

#### Agent's Acknowledgment

The United States General Services Administration has acted as the Agent for the Department of the Navy in this transaction. The Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

Agent hereby acknowledges discharging its responsibility: (initial)

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**SELLER**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**PURCHASER**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**AGENT**

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Parcel	Property Code	Acres	Initial Bid Amount	Increased Bid Amount
<b>Tustin Villas</b>	156	104 +/-		
<b>Moffett Meadows</b>	157	86 +/-		
<b>Marble Mountain</b>	158	45 +/-		

**General Services Administration**

Property Disposal Division (9PR)

Attn: Charlene Larson, Realty Officer

450 Golden Gate Avenue, 4th Floor East

San Francisco, CA 94102-3434

**Fax: (415) 436-7402**

The undersigned bidder hereby offers and agrees to purchase the property, as described in the accompanying Invitation for Bids and any addenda or amendments, for the bid price entered below. This Bid for Purchase of Government Property is made subject to the provisions of Invitation For Bids No. 9PR-2002-156/157/158, including the Property Description, General Terms of Sale, Instructions to Bidders for Online Auction, Environmental Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property, and the Lead Based Paint Disclosure Form, all of which are incorporated herein, and by reference, including the Finding of Suitability to Transfer and Finding of Suitability to Lease, and the LIFOC (Tustin Villas), made a part of this bid.

**INITIAL BID DEPOSIT:    \$250,000.00 (per sale parcel)**

In the event this bid is accepted, the instrument of conveyance should name the following as grantee(s): \_\_\_\_\_.

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants; Tenants in Common, Community Property). Include name of spouse if applicable.

**BIDDER REPRESENTS** that he/she operates as (*check one*):

\_\_\_\_\_ an individual

\_\_\_\_\_ an individual doing business as \_\_\_\_\_

\_\_\_\_\_ a partnership, consisting of \_\_\_\_\_

\_\_\_\_\_ a corporation, incorporated in the State of \_\_\_\_\_

\_\_\_\_\_ a trustee, acting for \_\_\_\_\_

**Name:** \_\_\_\_\_ **User ID No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **e-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CERTIFICATE OF CORPORATE BIDDER

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of  
(Secretary or Other Title)

the Corporation named as bidder herein; that \_\_\_\_\_,  
(Name or Authorized Representative)

who signed this Bidder Registration and Bid Form for Purchase of Government Property

on behalf of the bidder was then \_\_\_\_\_ of said Corporation, that  
(Official Title)

said bid was duly signed for and on behalf of said Corporation by authority of its  
governing body and is within the scope of its corporate powers.

*Signature of Certifying Officer*

\_\_\_\_\_

*(Corporate Seal Here)*

## BID DEPOSIT BY CREDIT CARD

**To: General Services Administration  
Real Property Disposal Division (9PR)  
Attn: Charlene Larson, Realty Officer  
450 Golden Gate Avenue, 4th Floor East  
San Francisco, CA 94102-3434**

**Fax Number: (415) 436-7402**

**This form may be submitted by Fax.**

**Deposit Amount: \$ 250,000.00  
(for each sale parcel)**

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. 9PR-2002-156/157/158. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instruction to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the Property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**Applicant's Last Name (please print):** \_\_\_\_\_

**First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Visa** \_\_\_\_ **MasterCard** \_\_\_\_ **Driver's License No.:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Expiration:** \_\_\_\_\_

**Name As It Appears On Card:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Telephone Number: (     )** \_\_\_\_\_ **Fax Number: (     )** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_